

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RASHAUD ROBINSON-COOPER,

Plaintiff,

v.

FITNESS INTERNATIONAL, LLC,
d/b/a LA FITNESS,

Defendant.

Case No. 24-11136

Honorable Laurie J. Michelson

**ORDER DISMISSING WITHOUT PREJUDICE DEFENDANT'S MOTION
TO COMPEL ARBITRATION [6] AND STAYING CASE UNTIL
RESOLUTION OF PENDING STATE SUPREME COURT CASES**

Rashaud Robinson-Cooper sues his former employer, Fitness International, LLC, doing business as LA Fitness, for race discrimination and retaliation in violation of the Michigan Elliott-Larsen Civil Rights Act, Title VII of the 1964 Civil Rights Act, and 42 U.S.C. § 1981. (ECF No. 1.) Fitness International moves to compel arbitration of Robinson-Cooper's claims and to either dismiss his complaint or stay the proceedings pending arbitration. (ECF No. 6.) The motion is fully briefed (ECF Nos. 9, 11), but a significant procedural issue counsels against deciding the motion now.

The validity of employment contract clauses mandating arbitration of Michigan ELCRA claims is currently under consideration by the Michigan Supreme Court. Thus, this Court will dismiss Fitness International's motion without prejudice and stay the case pending the Michigan Supreme Court's decision.

According to Fitness International, Robinson-Cooper's claims are subject to a valid arbitration agreement he signed during the hiring process. (ECF No. 6.) Robinson-Cooper disagrees, asserting in relevant part that the enforceability of such an agreement depends on two cases currently pending before the Michigan Supreme Court: *Saidizand v. GoJet Airlines, LLC*, and *Rayford v. American House Roseville I, LLC*. (ECF No. 9, PageID.177.)

Indeed, the Michigan Supreme Court is scheduled to hear oral argument in both cases on April 1, 2025. *Saidizand v. GoJet Airlines, LLC*, No. 163664, 991 N.W.2d 208 (Mich. June 23, 2023) (scheduling oral argument and directing supplemental briefing), *appealed from* No. 355063, 2021 WL 4428797 (Mich. Ct. App. Sept. 23, 2021) (per curiam); *Rayford v. Am. House Roseville I, LLC*, No. 163989 (Mich. June 23, 2023) (scheduling oral argument and directing supplemental briefing), *appealed from* No. 355232, 2021 WL 5984155 (Mich. Ct. App. Dec. 16, 2021) (per curiam). "These cases concern similar issues of waiver and arbitration of Michigan civil-rights claims in employment agreements purporting to be governed by the Federal Arbitration Act, and their outcomes will likely impact the resolution of this case." *Saxton v. Dollar Tree Stores, Inc.*, No. 23-12220, 2024 WL 3654094, at *1 (E.D. Mich. July 26, 2024); *Lee v. Qualigence, Inc.*, No. 23-11662, 2024 WL 3654064, at *1 (E.D. Mich. July 26, 2024).

So the Court agrees with Robinson-Cooper that staying the case is proper here. The Court has "broad discretion to stay proceedings as an incident to its power to control its own docket." *Novak v. Federspiel*, 646 F. Supp. 3d 878, 896 (E.D. Mich.

2022) (quoting *Clinton v. Jones*, 520 U.S. 681, 706 (1997)). And the relevant factors warrant a stay until *Saidizand* and *Rayford* are resolved. See *Little v. City of Saginaw*, 678 F. Supp. 3d 936, 939 (E.D. Mich. June 22, 2023) (“[T]his Court must consider the likelihood of success, the likelihood of irreparable harm to the moving party, any harm to others, and the public interest.” (citing *Mich. Coal. of Radioactive Material Users, Inc. v. Griepentrog*, 945 F.2d 150, 153 (6th Cir. 1991))).

Accordingly, Fitness International’s motion to compel arbitration and to dismiss or stay the stay case (ECF No. 6) is DISMISSED WITHOUT PREJUDICE. Fitness International may file a renewed and, if warranted, revised motion to dismiss within 30 days of the Michigan Supreme Court issuing a relevant opinion in *Saidizand* and/or *Rayford*, addressing how the new precedent affects the case/its arguments. Finally, it is ORDERED that this case is STAYED until then.

SO ORDERED.

Dated: February 14, 2025

s/Laurie J. Michelson
LAURIE J. MICHELSON
UNITED STATES DISTRICT JUDGE